

The purpose of this amendment is to amend solicitation DE-SOL-0008913 as described below and incorporated in the conformed copy of the solicitation. All other sections of the Final RFP remain unchanged.

Amendment 000004 to DE-SOL-0008913			
Number	RFP Section Reference	Change From	Change To
1.	H.24 [As a matter of consistency, the H.24 clause (DOE-H-2014) is replaced in its entirety with the identical clause included in the current SRS Liquid Waste contract.]	<p><u>H.24 DOE-H-2014 CONTRACTOR ACCEPTANCE OF NOTICE OF VIOLATION OR ALLEGED VIOLATIONS, FINES, AND PENALTIES (OCT 2014)</u></p> <p><u>(a) The Contractor shall accept, in its own name, notices of violation(s) or alleged violations (NOVs/NOAVs) issued by federal or state regulators to the Contractor resulting from the Contractor's performance of work under this contract, without regard to liability. The allowability of the costs associated with fines and penalties shall be subject to other provisions of this contract.</u></p> <p><u>(b) After providing DOE advance written notice, the Contractor shall conduct negotiations with regulators regarding NOVs/NOAVs and fine and penalties. DOE may in its discretion choose to be in charge of, and direct, all negotiations with regulatory agencies regarding permits, fines, penalties, and any other proposed notice, notice, administrative order, and any similar type of notice as described in paragraph (B) above. However, the Contractor shall not make any commitments or offers to regulators that would bind the Government, including monetary obligations, without first obtaining written approval from the CO. Failure to obtain advance written approval may result in otherwise allowable costs being declared unallowable and/or the Contractor being liable for any excess costs to the Government associated with or resulting from such offers/commitments.</u></p> <p><u>(c) The Contractor shall notify DOE promptly when it receives service from the regulators of NOVs/NOAVs and fines and penalties.</u></p>	<p>Replace the H.24 clause in its entirety with:</p> <p><u>H.24 ALLOCATION OF LIABILITY FOR FINES AND PENALTIES TO RESPONSIBLE PARTY</u></p> <p><u>(a) This clause allocates the responsibilities of DOE and the Contractor, referred to collectively as the "parties," for implementing the environmental requirements at facilities within the scope of the contract. In this clause, the term "environmental requirements" is defined as requirements imposed by applicable Federal, state, and local environmental laws and regulations, including, without limitation, statutes, ordinances, regulations, court orders, consent decrees, administrative orders, or compliance agreements, consent orders, permits, and licenses.</u></p> <p><u>(b) Liability and responsibility for civil fines or penalties arising from or related to violations of environmental requirements shall be borne by the party causing the violation irrespective of the fact that the cognizant regulatory authority may assess any such fine or penalty upon either party or both parties without regard to the allocation of responsibility or liability under this contract. This contractual allocation of liability for any such fine or penalty is effective regardless of which party (i) signs the permit applications, manifests, reports or other required documents; (ii) is a permittee; (iii) is the named subject of an enforcement action; or, (iv) is assessed a fine or penalty by the cognizant regulatory authority.</u></p> <p><u>(c) Regardless of which party to this Contract is the named subject (Contractor or DOE) of an enforcement action for noncompliance with environmental requirements by the cognizant regulatory authority, provisions of this Contract related to allowable costs will govern liability for payment of any fine or penalty. If the named subject of an enforcement action or assessment of a fine or penalty is DOE and the fine or penalty would not otherwise be reimbursable under the allowable cost provisions of this contract if the Contractor was the named subject of the enforcement action, the Contractor will either pay the fine or penalty, or reimburse DOE (if DOE pays the fine or penalty).</u></p>

Amendment 000004 to DE-SOL-0008913

Amendment 000004 to DE-SOL-0008913						
Number	RFP Section Reference	Change From		Change To		
2.	Section J, Attachment J-14, Appendix 1	ADJECTIVAL RATING CATEGORIES OF PERFORMANCE	WEIGHTINGS		ADJECTIVAL RATING CATEGORIES OF PERFORMANCE	WEIGHTINGS
		1. Technical Quality	<u>TBD</u>		1. Technical Quality	<u>TBD</u> 25%
		2. Cost Control	<u>TBD</u>		2. Cost Control	<u>TBD</u> 25%
		3. Schedule (timeliness)	<u>TBD</u>		3. Schedule (timeliness)	<u>TBD</u> 15%
		4. Management	<u>TBD</u>		4. Management	<u>TBD</u> 15%
		5. Regulatory Compliance	<u>TBD</u>		5. Regulatory Compliance	<u>TBD</u> 20%
3.	L.10(c)(2)	All proposal documents required by this solicitation must be uploaded, submitted, and received in their entirety in the FedConnect Responses web portal no later than August <u>29</u> , 2016 at 1500 Eastern Daylight Time.		All proposal documents required by this solicitation must be uploaded, submitted, and received in their entirety in the FedConnect Responses web portal no later than August <u>29</u> <u>31</u> , 2016 at 1500 Eastern Daylight Time.		
4.	L.18	All Offers required by this solicitation are due <u>at the date, time, and place identified on the Standard Form (SF 33), Solicitation, Offer and Award (See Section A, Block 9).</u>		All Offers required by this solicitation are due <u>at the date, time, and place identified on the Standard Form (SF 33), Solicitation, Offer and Award (See Section A, Block 9)</u> no later than August 31, 2016 at 1500 Eastern Daylight Time.		